

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 30-300-0077-4099		PAGE 1 OF 35	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00174-00-R-0032	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Donna M. Jenkins				b. TELEPHONE NUMBER (No Collect Calls) 301/744-6648	
9. ISSUED BY NAVSEA Indian Head 101 Strauss Ave. jenkinsdm@ih.navy.mil  INDIAN HEAD, MD 20640-5035  TEL: 301/744-6648 FAX: 301/744-6547		CODE N00174		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 3844 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13 b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17 a. CONTRACTOR/ OFFEROR    TELEPHONE NO.		CODE		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY    CODE	
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

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## SECTION SF 1449 CONTINUATION SHEET

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to

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provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliance's. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliance's, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

Addenda 1. Supplies / Services and Prices \*

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Digital Radiographic System As described in the Statement of Work (SOW)	1.00	Each		
				NET AMOUNT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Installation of Digital Radiographic System		Each		
				NET AMOUNT	NSP

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Training Train 7 personnel from NAVSEA at Indian Head				
				NET AMOUNT	NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	DD 1423 – Users Manual				
				NET AMOUNT	NSP

OPTION I ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	WARRANTY	1	Ea.		

\* Note – If one single system can not meet the entire requirement, multiple systems can be proposed. However, each system must be separately priced.

Addenda 2. Statement of Work (SOW)

#### DIGITAL RADIOGRAPHIC SYSTEM

Naval Sea Systems Command, Indian Head (NAVSEA IH) requires a PC based, intrinsically safe, automated, commercially available, turn-key system(s) for the remote digital radiographic evaluation of Class 1 Division 3 and 4 ordnance. The ordnance evaluation criteria varies from the simplistic detection of the presence of parts to the ascertaining of solid propellant characteristics such as voids, cracks, separations, inclusions and unbonds. This turnkey project shall consist of providing engineering guidance, providing the required hardware, software and users manuals, installing, and performing checks that demonstrate the acceptability of an operational evaluation system, and providing personnel training. The system will include imaging, controlling, enhancing, and recording equipment. The system shall be implemented with state-of-the-art hardware and software utilizing the most advanced techniques available in the industry. The system will include software for processing and enhancing images of specific ordnance. The system provided must be upward compatible in order to incorporate industry enhancements and innovations as they occur. The installed system shall comply with all applicable OSHA and NEC standards per Class II, Division 1, Groups E, F, and G.

#### REQUIREMENTS:

##### 1.0 Applicable Publications

The publications listed below form a part of the Scope of Work to the extent referenced and are incorporated herein by reference. The publications are referred to in the text by the basic designation only, but the full requirements of the referenced document will be applicable.

##### 1.1 National Fire Protection Association (NFPA) Publication:

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1.1.1 1996 National Electrical Code

1.2 American Society for Testing and Materials (ASTM) Publication:

1.2.1 E1025 - Practice for Design, Manufacture and Material Grouping Classification of Hole-Type Image Quality Indicators (IQI) used for Radiology

1.3 American National Standards Institute (ANSI) Documents:

1.3.1 ANSI C2 - National Electrical Safety Code

1.3.2 ANSI B31.1 - Power Piping

1.3.3 ANSI Y10.19 - Letter Symbols for Units in Science and Technology

1.4 American Welding Society (AWS)

1.4.1 B3.0 - Welding Procedures and Performance Qualification

1.5 Military Publication:

1.5.1 MIL-I-45208A or Industry Equivalent

1.6 Federal Publication:

1.6.1 FIPS PUB 15 - Federal Information Processing Standard

**2.0 Scope of Work**

The work covered by this and related sections consists of the contractor providing all equipment, software, labor, materials, engineering, contractor supervision of contractor personnel, and transportation as required to provide and install a fully operational automatic digital radiographic system(s) to evaluate ordnance in accordance with these requirements and the contract.

**3.0 General Conceptual Design Description**

The system(s) shall be designed in such a manner to be intrinsically safe and withstand the high energy industrial X-ray environment. Since the ordnance to be evaluated varies in size, the system(s) must be flexible and versatile in order to satisfy their differences.

a. The system(s) shall incorporate equipment configured to accommodate the variety of ordnance to be evaluated. Categories of items to be evaluated will be cartridges and cartridge actuated devices, rocket catapults, and thrusters that are fabricated with aluminum, tungsten, and steel with a maximum steel equivalency thickness of two (2) inches. These items are configured as follows:

(l) Cartridges and Cartridge Actuated Devices

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0.1 - inch 4 inches in diameter  
0.1 - inch 6 inches long  
0.005 - 10 pounds in weight

(2) Rocket Catapults

2 inches - 4 inches in diameter  
36 inches - 42 inches long  
4 pounds - 30 pounds in weight

(3) Thrusters

1 inches - 2 inches in diameter  
4 inches - 16 inches long  
4 pounds - 12 pounds in weight

b. The system(s) shall incorporate intrinsically safe imaging equipment, compatible with the existing X-ray machines (160, 200, 420 Kev, 1, 2 Mev), that is capable of achieving a contrast sensitivity, of the unprocessed image, of 2-2T, as defined by ASTM E1025, and a spatial resolution of four (4) line pairs per millimeter, as displayed on a 1.5 – 20 lp/mm resolution gage, with a minimum fourteen (14) by seventeen (17) inch field of view, (continuously displayed or scanned) for each of the configurations described above. In addition, voids, inclusions, propellant to liner separations, insulation to chamber separations, and cracks consistent with the above contrast sensitivity and spatial resolution shall be detectable for each configuration being evaluated. The digital images shall be capable of being processed, enhanced, analyzed, and digitally recorded. It is anticipated that more than one type of imager may be required to satisfy the requirement of imaging the various configurations while maintaining the above stated sensitivities.

c. The system(s) shall incorporate digital imaging and display equipment capable of detecting and transmitting images generated to the system console/rack located up to 250 feet from the imaging equipment. All information shall be transmitted via shielded cable.

d. The system(s) shall incorporate printing equipment in order to generate a hard copy of images.

e. The system(s) shall incorporate state-of-the-art computerized processing equipment with the minimum capability of inversion, integration, averaging, edge enhancement, subtraction, user defined look-up tables (LUT), Fast Fourier Transform (FFT) capability, spatial filtering, user defined convolutions, and frame and recursive averaging.

f. The system(s) shall incorporate high speed digital recording equipment for permanent storage of images and ease of recall.

g. The system(s) shall incorporate software for controlling, enhancing, identifying, processing, measuring, and analyzing as required to meet the system's end use.

h. The system(s) shall incorporate a separate and independent reviewing station that includes equipment to review digital records for the purpose of interpreting, evaluating, enhancing the recorded data. This reviewing station will incorporate virtually identical equipment to the data acquisition equipment, except

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for the imager, as that contained in the main control console(s)/rack(s).

#### 4.0 Facilities

The capability will be established in Building 731 at the Naval Sea Systems Command, Indian Head, Maryland.

#### 5.0 Digital Radiographic System Single Source Responsibility

The contractor shall be fully responsible for the complete installation and proper operation of the system(s) including, but not limited to, interfacing of all equipment, central processing units, memory units, peripheral devices, communication links, etc. After the installation the contractor shall be responsible for the debugging and calibration of the system(s) including software.

#### 6.0 Training

6.1 Instructions to Government Personnel: The contractor shall provide the services of competent instructor(s) who will give full instruction to designated personnel in the operation, adjustment, maintenance, and software, including pertinent safety requirements, of the equipment and system(s) specified. The training must be oriented toward the system(s) installed rather than being a general training course. The instructor(s) shall be thoroughly familiar with all aspects of the subject matter. The number of person days (8 hours per person day) of instruction furnished shall be three (3) as a minimum. The contractor will provide equipment and material required for classroom training which will take place at NAVSEA IH, Indian Head, MD.

6.2 Training Program: Provide training for three categories of personnel: operators/technique developers, equipment maintenance personnel, and programmers. The training shall include, as a minimum, but not limited to the following for each category:

##### I. Operators/Technique Developers: Three (3) NAVSEA IH employees to be trained.

- a. General automatic digital radiographic capability architecture
- b. System interfacing/communication
- c. Operation of computer, controller, and peripherals
- d. Elementary preventative maintenance
- e. Command line mnemonics or equivalent capability
- f. Image interpretation/evaluation
- g. Report generation
- h. Operator control functions
- i. Use of diagnostics

##### II. Equipment Maintenance Personnel: Two (2) employees to be trained.

- a. General equipment layout
- b. Trouble shooting of all automatic digital radiographic capability components.
- c. Preventative maintenance of all system(s) components
- d. Adjustment and calibration of total system(s)
- e. Use of diagnostics

##### III. Programmers: Two (2) employees to be trained.



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- a. Software architecture
- b. Command line mnemonic interpreter modifications
- c. Interruption logic
- d. Interfaces
- e. Software diagnostics
- f. Communications software
- g. Foreground/background programming
- h. Multi-user/multitasking software design programming if applicable
- i. Applications programs manipulation, design and generation
- j. File management

The contractor shall prepare the operators/technique developers training with the understanding that government operating personnel will be certified, Level II radiographers. The contractor shall prepare the maintenance training with the understanding that government personnel are trained electronics technicians/mechanics. The contractor shall prepare the programming training material with the understanding that government personnel have a working knowledge of high level language programming.

6.2.1 The contractor shall base all training on and key them to the documentation. NAVSEA Indian Head reserves the right to video tape all training sessions and to use the tapes for future training requirements. NAVSEA Indian Head shall have unlimited rights to use these tapes.

6.3 Additional Training: Since the government may require personnel to have a more comprehensive understanding of the hardware or software, additional training must be available from the contractor or manufacturer during the fabrication phase at the contractor's or manufacturer's plant. Therefore, NAVSEA Indian Head reserves the right to observe/witness the fabrication and obtain informal training on the operational, maintenance, and software aspects of the system(s). The training must be suitable for personnel who have graduated from technical school, have learned solid state electronics, personnel who have had a minimum of two year experience working with solid state digital equipment theory or applications and programming personnel who are familiar with high level computer languages and who have a minimum of two years experience in programming techniques. The contractor shall provide a list of courses available, supplier(s) and courses recommended for training system supervisory personnel. These recommended training courses are required to be listed individually, by name, including duration and approximate cost per person.

## 7.0 Products

Materials, equipment, and systems software shall be essentially the catalogued products of manufacturers regularly engaged in the production of such materials or equipment and shall be the manufacturer's latest standard design that complies with the statement of work requirements. Where two units of the same class of equipment are required, these units shall be products of a single manufacturer, however, the component parts of the system need not be the products of a single manufacturer. Each major component of equipment shall have the manufacturer's name and address and the model and serial number on a nameplate securely attached in a conspicuous plate or otherwise permanently marked.

7.1 System(s) software, developed in accordance with FIPS PUB 15, shall consist of a comprehensive interactive operating system plus file management system, general software utilities, assembler, high level language

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compiler and other program development tools. Using this software, NAVSEA IH personnel must be able to modify the basic turnkey software provided as described in 7.2.

7.2 Applications software, developed in accordance with FIPS PUB 15, shall include turnkey software to test, and evaluate the categories of specimens listed in section 3.a. Moreover, the software must be readily modifiable by IHDNAVWARCEN personnel familiar with high level language(s). It must be readily extendible to units other than those provided for in the initial turnkey system. To this end, a library of subroutine drivers and utilities must be provided so that all program development can be done in a high level language.

#### 8.0 Electrical Work and Safety Requirements

Electrical work shall be in accordance with NFPA 70-1996 and ANSI C2.

#### 9.0 Manufacturer's Recommendations

Where installation procedures, or any part thereof are required to be in accordance with the recommendations of the manufacturer of the material being installed, the contractor shall furnish printed copies of these recommendations to the Contracting Officer prior to installation. Installation of the item will not proceed until the recommendations are received and approved by the Contracting Officer. Failure to furnish these recommendations shall be cause for rejection of the material.

#### 10.0 Welding

The contractor shall be responsible for the quality of welding. The contractor shall determine the suitability of the welding procedures and the quality of welding by testing the welder's ability to make sound welds under standard working conditions with equipment to be used in the work on this project, all in conformance with ANSI B31.1 and AWS B3.0.

#### 11.0 Wiring

All wiring associated with and required by the capability shall be the responsibility of the contractor. The term 'wiring' shall be construed to include furnishing of wire, conduit, miscellaneous material and labor as required to install a total working system. All electrical wiring shall be in accordance with NFPA 70-1996, NEC.

#### 12.0 Verification of Facilities

The contractor shall visit the premises to become thoroughly familiar with all details of the work and working conditions. The contractor shall be specifically responsible for the coordination and proper relation of his work to the building structure and to the work of all trades.

#### 13.0 Tests

This work shall include pre-delivery testing of major subsystems, field testing, and adjustment of major subsystems and of the complete capability, and an on-site final acceptance test of the complete operational capability. Advise the Contracting Officer or designated representative at least 14 days in advance of the dates of tests. If the Contracting Officer elects not to witness the tests, the contractor shall provide performance certification.

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Acceptance of tests by the Contracting Officer shall not relieve the contractor of responsibility for the complete system(s) meeting the requirements of the scope of work after installation.

13.1 Pre-delivery Test: Prior to the shipment of the equipment from the contractor's facility, the contractor shall assemble a system and demonstrate that the performance of the system satisfies the requirements of this Scope of Work. Provide a test plan and model numbers of all deliverable equipment to the Contracting Officer prior to the pre-delivery test. This test plan shall be subject to approval by the Contract Officer. The system(s) shall include, as a minimum the following components:

- a. Control Unit(s)
- b. Mass Storage Unit(s)
- c. Central Controller(s)
- d. Operator's Console(s)
- e. Imaging System(s)
- f. Communications Link(s)
- g. Display unit(s)
- h. Software required by these specifications
- i. Recording System(s)
- j. Processing System(s)

Simulate all conditions of operation to demonstrate the performance of the system. All testing shall conform to MIL-I-45208A or the industry equivalent.

13.2 Field Test: After installation of the capability, the contractor shall calibrate equipment and check transmission media before the system is placed on line.

### 13.3 Acceptance Tests

(a) Preliminary inspection tests shall be conducted at the contractor's manufacturing/assembly facility by NAVSEA IH technical personnel with contractor support. The contractor and the Contracting Officer shall mutually develop an acceptance test criteria. Acceptance of pre-delivery tests by the Contracting Officer shall not relieve the contractor of responsibility for the complete capability meeting the requirements of the Scope of Work after installation at NAVSEA Indian Head, Maryland.

(b) Final acceptance shall be conducted at NAVSEA Indian Head, Maryland, by Government technical personnel, with contractor support after installation and checkout. Final acceptance criteria shall be based on the requirements of Sections 16.1.5 and 16.1.6 of this Scope of Work.

13.4 Final Operational Acceptance Test: The contractor shall conduct final operational test of not less than 5 consecutive operation days, 8 hours per day, on the complete and total installed and operational capability to demonstrate that it is functioning properly in accordance with all requirements as detailed in Section 3 of this Scope of Work. Demonstrate the correct operation of all system hardware components as well as the operation and capabilities of all reports, diagnostics, and all other software. If the equipment operates with less than three (3) failures in the 40 hour operating period and at an average effectiveness level (AEL) of at least 95 percent during the performance test period of 5 consecutive operating days, it will be deemed to have met the Government's Standard of Performance and final acceptance of the system shall be made, provided the contractor has satisfied all other contract requirements. In the event the

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required AEL is not reached during the initial 5 consecutive operating day period, the final operational acceptance test period shall be extended on a day-to-day basis until the required AEL is reached for 5 consecutive operating days. The average effectiveness level (AEL) is defined as the ratio between the total 5-day (40 hour) test period less any system downtime (hours) accumulated within that period and the 5-day (40 hour) test period. Downtime shall result whenever the capability is unable to fulfill required functions due to malfunction of either hardware or software. The contractor shall correct defects of hardware or software before the test is resumed. Measure downtime for each incident by those intervals during the performance period between the time that the contractor or duly authorized representative is notified of equipment failure and the time that system is returned to proper operating condition. Downtime of the system resulting from the causes as follows will not be considered as system failures.

- a. Downtime resulting from an outage of the main power source provided that automatic shutdown and restart of components fulfills the requirements.
- b. Function failure resulting solely from an individual component or subsystem provided that the system remains operable for the intended end use.

#### 14.0 Work Performance Schedule

Prepare a time-phased schedule for delivery, installation, and acceptance of components for the complete capability. Submit this schedule to the Contracting Officer within 60 days after award of the contract. Submit updates and changes to this schedule to the Contracting Officer within five working days of notification of a change. During installation and acceptance testing, provide in advance a weekly work schedule to the Contracting Officer indicating work planned and number and type of personnel involved. This schedule is subject to approval by the Contracting Officer. (A002)

#### 15.0 Engineering Drawings and Specifications

15.1 Submittal Requirements: Within 60 days after award of the contract and before start of fabrication, the contractor shall submit complete sets of fabrication/ construction drawings, and specifications. Drawings and specifications shall be complete; partial submittals will not be accepted. Up to thirty days will be required for review by the government. Such review does not constitute approval or acceptance of any variations from the proposal unless such variations have been specifically pointed out in writing by the contractor and specifically approved in writing by the government. After any changes have been made to the drawings and specifications, submit full sets of fabrication drawings and specifications to the government for review. This review of drawings and specifications by the government does not relieve the contractor of responsibility for the complete system meeting the requirements after installation. The contractor shall prepare as-built drawings subsequent to completion of installation of the complete capability.

15.2 Drawing Requirements: Drawings shall include plans, elevations, and sections of equipment identifying and indicating proposed and existing location, layout and arrangement of items of equipment, accessories, permanent label nomenclature, and any other items that must be shown to assure a coordinate installation. Drawings shall also indicate adequate clearance for operation, maintenance and replacement of operating equipment devices. Piecemeal submittal of drawings or marked contract drawing or copies are not acceptable. (A001 & A003)

#### 16.0 Documentation Requirements

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The contractor shall submit documentation within 60 days after award of contract and before start of fabrication, completely marked and coordinated in packages, to assure full compliance with the contract requirements. Piecemeal submittal of data is not acceptable. Submit information for material and equipment (Master Equipment List) required for accomplishment of the contract work. Submittals for each manufactured item shall consist of manufacturer's descriptive literature equipment specification, equipment drawings, diagrams, performance and characteristic curves and catalog cuts and shall include the manufacturer's name, trade name, catalog model or number, nameplate data, size layout dimensions, capacity, specification reference, applicable publication references, and other information necessary to establish contract compliance, floor space, climatic control, and utility requirements. (A004)

16.1 Operator/technique developers, Software, and Maintenance Manuals, and other Documentation: A description of each instruction and reference manual is contained within the following paragraphs. Provide copies of the manuals bound in hardback, loose leaf binders to the Contracting Officer. Provide other documentation prior to the completion of the contract. Inscribe the identification of each manual's contents on the cover. The manuals shall include the names, addresses, and telephone numbers of each subcontractor installing equipment and systems and of the local representatives for each item of equipment and each system. The manuals shall have a table of contents and tab sheets. Place the tab sheets at the beginning of each chapter or section and at the beginning of each appendix. Additionally, each manual shall contain a comprehensive index of manuals submitted in accordance with this paragraph. Furnish manuals and specifications which provide full and complete coverage of the following subjects:  
(A005)

16.1.1 Operational Requirement, System Operation, Functional Description, Software, Maintenance, Testing and Configuration Control. A recommended baseline documentation set is:

- a. Test Plans and Specifications
- b. Test procedures and Reports
- c. Operator's Manual
- d. Software Manual
- e. System Configuration Management and Control Manual
- f. Vendor Documentation Package
- g. Hardware Manuals
- h. Program Package

16.1.2 Operator's/technique developer's Manual: The operator's/technique developer's manual shall provide complete guidance and procedures for operation of the system, including required actions for each operation of the system, at each operator position; operating of computer peripherals; input and output formats and procedures; and emergency, alarm, and failure recovery procedures. Provide step-by-step instructions for system startup, backup equipment operation, and execution of system functions and operating modes. Generate the Operator's Manual based upon the documentation available for the hardware and software components of the system. If the system is modified after generation of the Operator's Manual, update the Operator's Manual appropriately. As a minimum, the Operator's Manual shall include the following information: (A005)

- a. General description and specifications
- b. Installation and initial checkout procedure
- c. Principles and theory of operation
- d. Utility Commands
- e. Password Commands as required

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- f. Direct I/O Control Commands
- g. Scheduled I/O Control Commands
- h. Supervisory I/O Control Commands

16.1.3 Software Manual(s): Detailed documentation of the theory, design, interface requirements, and functions of all software modules and systems for all digital processors in the capability. This shall include test and verification procedures and detailed descriptions of program requirements and capabilities. Organize the document so as to describe programming and testing in a top-down fashion, starting with a brief system overview and proceeding through to a detailed description of the implementation of each software modules. The document shall be specifically oriented to programming logic and programmer's language and shall include, as a minimum, for software modules, fully annotated source code listings, error-free object code files ready for loading via a peripheral device, complete program cross reference, plus any calling requirements, data exchange requirements, necessary subroutine lists, data file requirements, and other information necessary to ensure proper loading, integration, interfacing, and program execution. The software documentation must include, without being limited to, the following: (A006 & A012)

- a. Fully annotate source listings
- b. Fully annotate logic flow diagrams
- c. Commentary on the theoretical basis of the algorithms for the application programs
- d. Directory of all disk files
- e. Communications contents, including protocol, data formats and meanings, command characters, instruction set, and a trace of the action initiated by each class of message
- f. Prompt/response and command line mnemonics
- g. Data format, output format, and content
- h. Include a rigorous requirements definition for each software module explicitly describing what is required of the module and how it interfaces with calling and called programs. This information shall be sufficient to permit an independent programmer to reprogram the module using the same set of requirements and substitute it without adversely affecting system activities.

16.1.4 Maintenance Manual(s): Documentation of user-performed maintenance on system components, including inspection, periodic preventative maintenance, fault diagnosis, and repair or replacement of defective units. This shall include calibration, maintenance, and repair plus diagnosis and repair or replacement of all system hardware. The maintenance documentation must include, without being limited to, the following: (A005)

- a. Principles and theory of operation
- b. Detailed electrical and logical description
- c. Complete trouble-shooting procedures, diagrams and guidelines
- d. Complete alignment and calibration procedures for all components
- e. Preventative maintenance requirements
- f. Detailed schematics and assembly drawings
- g. Complete spare parts lists

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- h. Interface requirements and capabilities
- i. Signal identification and timing diagrams

16.1.4.1 Since the government may require the performance of emergency and regularly scheduled preventative maintenance by factory trained service representatives, subsequent to the warranty period, the contractor shall submit a sample service contract with the proposal. If such maintenance service is required by the government, it will be contracted for at a later date. Willingness of the contractor to provide maintenance services on an on-going basis is mandatory for proposal acceptability.

16.1.5 Test Plans and Specifications: The Test Plan shall define the scope of tests required to ensure that the system(s), functions, and total capability meet applicable technical, operational, and performance requirements. The Test Plans shall detail the schedule of milestones for the test exercises, including such simulation programs, equipment and other facilities that are required for the tests, and the personnel required to complete the exercises. The Test Specifications shall identify the capabilities or program functions to be tested, extracting from the cited program or functional operational requirement the values or situations that will comprise the test environment. The test plans and specifications together shall provide the basic test requirements documentation and shall be conveniently bound together for ready reference. The test plans are subject to approval by the Contracting Officer. (A007)

16.1.6 Test Procedures and Reports: Develop test procedures from the test specifications and relevant design documents. The procedures shall present detailed instructions for test set-up, execution, and evaluation of test results. Test reports shall be the vehicle by which the results of a test are documented. The test reports shall describe, define, and evaluate discrepancies between the intended system, function, or program design and the program capability as produced. Conveniently bind together and document the test procedures and the results of these exercises. (A008 & A009)

16.1.7 Configuration Control: Provide documentation of the baseline system design and configuration with provisions and procedures for planning, implementing, and recording any hardware or software modifications required in the form of Engineering Change Proposals (ECP's) during the installation, test, and operating lifetime of the system. Include information required to ensure necessary coordination of hardware and software changes, data link or message format and content changes when system modifications are required, and fully document such new configurations. (A010)

16.2 Spare Parts: Submit a recommended list of spare parts based on the strategy of minimizing the time the capability could be out of service, failure histories of systems components, and current cost. The list shall take into account the distances from the installation to the service organizations as well as normally expected procurement time. (A011)

16.3 All data items required in this statement of work shall be delivered and prepared in accordance with the attached Form DD 1423.

16.4 Delivery and Storage: Deliver materials and equipment safely, properly, adequately protected, and carefully handled to prevent damage before and during installation. Handle, store, and protect equipment and materials in accordance with the manufacture's recommendations and as approved by the Contracting Officer. Replace damaged or defective items at no cost to the government.

16.5 NAVSEA Indian Head, Code 30C4 is designated as the destination acceptance activity for all data required on Form 1423.

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## 17.0 Warranty (GOVERNMENT WARRANTY OPTION)

## (A) Definitions

(1) Acceptance: The word "acceptance" as used herein means the execution of the acceptance block and signing of a Form DD 250 by the authorized government representative.

(2) Supplies: The word "supplies" as used herein means the end item furnished by the contractor and any related services required under this contract. The word "supplies" includes technical data.

(3) System Downtime, as used herein, means that period of time which commences when the contractor or his duly authorized representative has been notified by the Contracting Officer or his representative that the equipment provided under this contract failed to perform according to the requirements section and the time that the system is returned to proper operating condition in accordance with the paragraphs mentioned above. The following conditions will not be determined to be a cause of downtime:

(i) Downtime resulting from an outage of the main electric supply to the equipment provided that the automatic shutdown and restart of components fulfills the requirements.

(ii) Functional failure resulting solely from the failure of an individual component or subsystem provided that the system and the average effectiveness level (as defined below) of all the system is at least 95 percent during any 30 day period of actual operational use. (8 hr./day, 5 days/week nominal)

(4) Average Effectiveness Level (AEL); It is defined as the quotient of the period of actual operational hrs. minus the downtime divided by actual operational hrs. The result shall equal or exceed .95 or a 95% effectiveness level. Actual Operational Hrs. is that period of time during which the equipment is actually scheduled for work.

(B) Warranty: The contractor warrants that during the period of one (1) year after the date of acceptance of the total capability provided under this contract, all supplies and data furnished under this contract will be free from defects in design, material, and workmanship and will conform with the specifications and all other requirements of this contract; provided, however, that with respect to government furnished property, the Contractor's warranty shall extend only to its proper installation, unless the contractor performs some modification or other work on such property, in which case the contractor's warranty shall extend to such modification or other work.

## (C) Remedies

(1) Right to Corrective or Replacement Action: In the event of abreach of the Contractor's warranty in paragraph (B) above, the government may, at no increase in contract price, (a) require the contractor, at the place of delivery specified in the contract (regardless of the f.o.b. point or the point of acceptance) or at the contractor's plant, to repair or replace, at the contractor's election, defective or nonconforming supplies, or (b) require the contractor to furnish at the contractor's plant such materials or parts and installation instructions as may be required to successfully accomplish the required correction. The contractor shall also prepare and furnish to the government data and reports applicable to any correction required under this clause (including revision and updating of all



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affected data called for under this contract) at no increase in the contract price. When supplies are returned to the contractor, the contractor shall bear the transportation costs from the place of delivery specified in the contract (regardless of the f.o.b. point or the point of acceptance) to the contractor's plant and return.

(2) Right to Equitable Adjustment. If the government does not require correction or replacement of defective or nonconforming supplies or the contractor is not obligated to correct or replace by reason of paragraph (F) below, the government shall be entitled to an equitable reduction in price of such supplies.

(3) If the equipment furnished under this contract fails to operate at an AEL of .95 (95%) during any 30 day period of the warranty period, then the warranty period will be extended for an additional 30 days.

(D) Notification: Except as the notification may be extended by paragraph E, the contractor shall be notified of any breach in the warranty in writing within 30 days. Within 14 days thereafter, the contractor shall submit to the Contracting Officer a recommendation as to the corrective action required to remedy the breach. After the notice of breach, but not later than 30 days after receipt of the contractor's recommendation for corrective action, the Contracting Officer may direct in writing correction or replacement as set forth in paragraph C above, and the contractor, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with such direction. In the event it is later determined that the contractor did not breach the warranty in paragraph B above, the contract price will be equitably adjusted.

(E) Corrected or Replaced Supplies

(1) Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause of the same extent as supplies initially delivered. The warranty with respect to such supplies or parts thereof shall be equal in duration to that set forth (B) above and shall run from the date of delivery of such corrected or replaced supplies.

(2) With respect to such supplies, the period of notification of a breach of the Contractor's warranty in paragraph D shall be notified within 30 days from the furnishing or return by the contractor to the government of the corrected or replaced supplies or parts thereof, if correction or replacement is effected by the contractor at government or other activity for 30 days thereafter.

(F) Inability to Correct - The contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish such correction or replacement have been made unavailable to the contractor by action of the government. In the event that correction or replacement has been directed, the contractor shall promptly notify the Contracting Officer in writing of such non-availability.

(G) All implied warranties of merchantability and "fitness for a particular purpose" are hereby excluded from any obligation contained in this contract.

(H) The rights and remedies of the government provided in this clause are in addition to and do not limit any rights afforded to the government by any other clause of the contract.

NOTE: Whether the Government chooses the Government warranty or the commercial warranty, the FAR warranty will also apply. The FAR warranty shall apply also if the Government chooses neither the Government nor the commercial warranty.

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Addenda 3. Deliveries or Performance

52.211-8 Time of Delivery. (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO	ITEM DESCRIPTION	QTY/ UNIT	WITHIN DAYS AFTER CONTRACT AWARD
0001	Digital Radiographic System As described in the Statement of Work (SOW)	1 Each	180 Days
0001AA	Installation of Digital Radiographic System	1 Each	180 Days
0001AB	Training Train 7 personnel from NAVSEA at Indian Head		30 Days after acceptance
0001AC	DD 1423 – Users Manual		180 Days
OPTION 1			
0002	WARRANTY		Exercise within 365 days from date of contract

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered non-responsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

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**OFFERORS PROPOSED DELIVERY SCHEDULE**

ITEM NO	ITEM DESCRIPTION	QTY/ UNIT	WITHIN DAYS AFTER CONTRACT AWARD
0001	Digital Radiographic System As described in the Statement of Work (SOW)	1 Each	
0001AA	Installation of Digital Radiographic System	1 Each	
0001AB	Training Train 7 personnel from NAVSEA at Indian Head		
0001AC	DD 1423's – Users Manual		

**OPTION 1**

0002 WARRANTY

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractors date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered non-responsive and rejected.

(End of clause)

Addenda 4. 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carriers conveyance, at a specified delivery point where the consignees facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignees wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are

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caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

#### Addenda 5. List of Attachments

DD1423 , A001 – Site preparation Requirements & Installation Plan  
DD1423, A002 – Work Schedule  
DD1423, A003 – Commercial Drawing & Assoc. Lists  
DD1423, A004 – Master Instrument List (MIL)  
DD1423, A005 – (COTS) Manual & Assoc Sup. Data  
DD1423, A006 – Software Users Manual (SUM)  
DD1423, A007 – Acceptance Test Plan  
DD1423, A008 – Acceptance Test Procedures (ATPs)  
DD1423, A009 – Test Program Set (TPS) Acceptance Test Proc.  
DD1423, A010 – Engineering Change Proposal  
DD1423, A011 – Rec. Spare Parts List for Spares Acq. Int. W/prod.  
DD1423, A012 – Computer Software Product End Item

#### Addenda 6. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days from the date of contract; provided that the Government gives the Contractor a preliminary written notice of its intent to

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extend at least for one year the terms of the warranty before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed the delivery of all CLINS and the one year additional warranty.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2000)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

       (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

       (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

       (ii) Alternate I to 52.219-5.

       (iii) Alternate II to 52.219-5.

       (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

       (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

       (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

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\_\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.

\_\_\_\_(ii) Alternate I of 52.219-23.

\_\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

  X   (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

  X   (12) 52.222-26, Equal Opportunity (E.O. 11246).

  X   (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

  X   (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

\_\_\_\_(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

\_\_\_\_(16) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

\_\_\_\_(17)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_\_(ii) Alternate I of 52.225-3.

\_\_\_\_(iii) Alternate II of 52.225-3.

\_\_\_\_(18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

  X   (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_\_(20) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

\_\_\_\_(21) [Reserved]

  X   (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_(23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_(24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

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\_\_\_\_ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_\_ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

\_\_\_\_ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (NOV 1999)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

#### Addenda 1. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

#### PROPOSAL REQUIREMENTS (APRIL 1997) (NSWCIHD)

GENERAL INFORMATION: Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

Offerors are required to follow the specific instructions in submitting their information. Failure to do so may result in the offeror's submission determined unacceptable and ineligible for award. Each offeror's submission shall be screened by the Contracting Officer or a designee upon receipt to insure compliance with the instructions contained in the RFP. Elimination of an offeror for failure to follow the specific instructions in the RFP is at the sole discretion of the Contracting Officer.



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EXCEPTIONS: Offerors are not encouraged to take exceptions to this solicitation however, any exceptions taken to the specifications, terms and conditions, or the solicitation in general shall be explained in detail and set forth in a cover letter included in the cost/price volume. Offerors are to detail the particular section, clause, paragraph, and page to which they are taking exception.

Offerors shall submit the following addressing the factors outlined herein:

1. Volume I (five (5) copies) Containing all the information to address Factor 1 outlined below. (Not to exceed 30 single sided pages, not less than 10 pitch (Times New Roman or similar))  
Volume II – (two (2) copies) Containing the Past Performance and Cost/Price information. This volume must also include two (2) copies of the completed solicitation document.

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS: (Listed in order of importance)  
Information shall be submitted in three separate volumes or folders as detailed above.

1. Technical
  - a. Demonstrated Capability IAW the Statement of Work (SOW)
    - aa. The Offeror shall submit information exhibiting direct or related company experience in similar work.
    - ab. The Offeror shall demonstrate that they maintain adequate facilities, equipment, and personnel to provide the government the opportunity to witness actual inspections of Image Quality Indicators (IQI's) and inert samples (rocket catapults, cartridges and / or cartridge actuated devices) at the offerors facility.
  - b. Reliability /Stability of the capability IAW the SOW
    - ba. The Offeror shall submit data that shows the projected Mean Time Between Failures (MTBF), the calibration and verification requirements used.
  - c. Repair / Maintenance availability
    - ca. The Offeror shall provide data to exhibit the capability to provide on-site repair and maintenance after expiration of the warranty period.
    - cb. The Offeror will provide a proposed response time for repair with the aim of minimizing equipment down-time.
  - d. Operation and Physical characteristics of the capability IAW the SOW
    - da. The Offeror shall provide data that exhibits the proposed physical and technical characteristics of the proposed capability, such as operating environment, expandability, size/weight, the ability if the capability to meet OSHA and NEC codes and the ability of the capability to perform reliably in the operational environment of NAVSEA IH, Indian Head, MD.
2. Past Performance
 

Note: Past Performance is less important in value than Factor 1 (Technical)

Offeror shall describe its past performance on directly related or similar Federal, State, and Local government as well as private contracts and subcontracts it has held within the last three (3) years and all contracts and subcontracts currently in progress which are of similar scope, magnitude and complexity to that which is required by this RFP.

Offeror shall provide a minimum of three (not to exceed 2 pages each) references. Data reference sheets shall contain the following information: (Offerors must provide the past performance information or affirmatively state in writing that it possesses no relevant past performance information. Failure to do so may result in the offer being determined unacceptable.)

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- a. Contract Number
- b. Who was the contract with (name of agency/company)
- c. Point of contact and telephone number of the contracting officer of Contracting Officer's Representative
- d. Dollar value of the contract
- e. Detailed description of the work performed
- f. Clear statements describing whether the work was completed on time with a Quality product delivered without any degradation in performance or customer satisfaction
- g. Number, type, severity of quality, service, or cost problems in performing the contract, corrective action taken, if any, and the effectiveness of the corrective action.

### 3. Cost/Price

The cost/price volume shall contain two (2) complete copies of the solicitation document (the RFP) with all representations/certifications executed and pricing appropriately noted in Addenda 1 or any continuation sheets. Information should be submitted to clearly show the basis for the amount of each cost element and how the amount was developed providing sufficient information for government use in determining the proposed costs/prices fair and reasonable.

### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

#### EVALUATION FACTORS FOR AWARD

#### F.O.B. OFFER LANGUAGE (RFP)

OFFERS SUBMITTED ON A BASIS OTHER THAN F.O.B. SHALL BE REJECTED AS UNACCEPTABLE.

#### EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

#### BEST VALUE EVALUATION AND BASIS FOR AWARD

1. GENERAL: The government shall award a contract resulting from this solicitation to the responsible offeror whose submission, complying with the instructions and conforming to the solicitation, represents the best overall value on the basis of an integrated assessment of the evaluation factors for award. Once all evaluations are complete and tabulated in accordance with the Source Selection Plan, the government will make a series of comparisons among the offerors by comparing the tabulated scores to the evaluated price. From these comparisons the government will determine the offeror who offers the best value to the government. This is a subjective evaluation process.

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2. **RELATIVE IMPORTANCE OF THE EVALUATION FACTORS:** Since an Offeror must comply with the instructions contained in the Instructions to Offerors it behooves an offeror to read carefully the instructions as the Contracting Officer may eliminate an Offeror from further consideration for failure to comply with the instructions. In deciding which of the offerors, complying with the instructions, is the best overall value the government will consider the following factors, listed in order of importance unless otherwise noted:

1. Technical
  - a. Demonstrated Capability IAW the Statement of Work (SOW)
  - b. Reliability /Stability of the capability IAW the SOW
  - c. Repair / Maintenance availability
  - d. Operation and Physical characteristics of the capability IAW the SOW
2. Past Performance
3. Cost/Price

**Methodology**

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart, as follows in this example format:

Offeror	Factor 1 Score* Technical	Past Performance Rating	Price

\* Not to exceed 100

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price, and delivery meets the government's requirements, then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. An offeror may be eliminated, and not evaluated, for failure to follow the specific instructions contained in Addenda 1.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.  
(End of clause)

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52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of it's stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( ) TIN:-----

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

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( ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other-----

(5) Common parent.

( ) Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

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(4) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, not a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

( ) 50 or fewer ( ) \$1 million or less

( ) 51 - 100 ( ) \$1,000,001 - \$2 million

( ) 101 - 250 ( ) \$2,000,001 - \$3.5 million

( ) 251 - 500 ( ) \$3,500,001 - \$5 million

( ) 501 - 750 ( ) \$5,000,001 - \$10 million

( ) 751 - 1,000 ( ) \$10,000,001 - \$17 million

( ) Over 1,000 ( ) Over \$17 million

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(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It {time} has, {time} has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ( ) has, ( ) has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products



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Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

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Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(End of provision)